

6/1/12 Agreement

State's 5/31/12 Counter-proposal to CCPOA's Counter for Wave 2 Addendum to the  
Realignment Side Letter Agreement

Assess 8/31/12  
B. J. O. P. 1

Paragraphs 1-4: Same

Addition to Paragraph 5: Parole Agent Request Transfers (PART) shall be suspended during a Wave and shall resume after the Wave has concluded.

Paragraph 6: Same

Replacement Paragraph 7: Per the parties March 21, 2012 agreement, Unit 6 has already had another opportunity to challenge their seniority scores by filing discrepancies.

Timing of Wave:

| Date                  | Event  |
|-----------------------|--|
| No later than 6/12/12 | Mail Statewide Bid Worksheets to Unit 6  |
| 6/13/12 to 6/20/12    | <u>State will work with CCPOA to educate impacted employees through town halls, conference calls and other informational opportunities.</u>  |
| No later than 6/21/12 | Completed Statewide Bid Worksheets due back to Office of Resource Planning<br>(Staff have 10 days from mailing to return their worksheet via facsimile or electronically scanned and submitted via email.) |
| 6/28/12               | Mail SROA/Surplus Notices  |
| 7/2/12                | SROA Begins (Surplus Effective)  |
| 7/6/12                | Mail Statewide Bid Award Letters   |
| 7/23/12               | Report Date for Statewide Bid (Note: Parole will move in phases in accordance with population/caseload)  |
| 8/22/12               | Mail Options Worksheets  |
| 9/28/12               | Mail Options Award Letters   |
| 9/28/12 – 10/4/12     | PLACE HOLDER – <u>If</u> a Final Transfer Opportunity is offered Prior to Layoff (referred to as “4a” in Wave 1), this is the time period.   |
| 10/30/12              | Layoff Effective Date  |

Paragraphs 8 – 13, 15: Same

No Voluntary Transfer Process or Walk-up OTAP/PICO Bid Process in Wave 2 or subsequent waves (paragraphs 14 and 16 for Wave 1).

TA 6-1-12 2:02 PM  
Julie Rumpke

TA 8/3 6/1/12 2:02 PM

Bryl Hume  
6.1.12  
2:02 PM

Camps/Patton State Hospital: For purposes of both the Statewide Bid as well as layoff, camp employees shall be tied to the following hiring authority institutions (as opposed to the county in which the camps are physically located): CCC, CIW and SCC. Patton State Hospital shall be tied to CRC.

Wave 2 Statewide Bid Process (paragraph 17 for Wave 1):

(1) Same

(2) All staff, including Correctional Officers, Correctional Counselors, Fire Captains and Parole Agents, at overage institutions or in overage counties for DAPO, as determined by CDCR may participate in the Statewide Bid Process to bid on identified Permanent Full-time vacancies and PICO positions within the State.

(2a) Where there are overage institutions or overage counties, only the number of people that comprise the overage will be permitted to leave the institution/county. For example, if an institution needs to shed 10 people, the 10 most senior people who are successful in the Statewide Bid will be permitted to leave (even if 50 people put in requests).

(2b) Transitional Academies:

- Correctional Counselors with Correctional Officer in their background who presently work in an institution do not need to attend a transitional academy;
- Fire Captains and Correctional Counselors with Correctional Officer in their background who do not presently work in an institution, but who have been a Correctional Officer within the last 36 months, do not need to attend a transitional academy.
- Correctional Counselors with Correctional Officer in their background who do not presently work in an institution and who have not been a Correctional Officer in the last 36 months will attend a 2-week transitional academy.
- Parole Agents with Correctional Officer in their background will attend a 2-week transitional academy.
- Fire Captains with Correctional Officers in their background, but who have not served in the Correctional Officer classification for 36 months, will attend a 2-week transitional academy.
- Unit 6 Peace Officer classifications without Correctional Officer in their background will attend a 5 to 8 week transitional academy. The curriculum will be provided to CCPOA once it is finalized. If staff do not pass the Academy, they must be laid off and will be informed of this fact both in their Bid Worksheet and in their SWB award letter.

(2c) Parole Agents will be allowed to participate in the SWB and released to their awarded institutions based upon parolee population and caseload reductions. In some circumstances, Parole Agents will be in effect "reserving" their position at an institution. If there are two agents in the same county and one is to be released first, the most senior Parole Agent shall have the option of reporting to DAI first. As such, the principle of seniority is honored.

*AP*

(3) Same

(4) Same

(5) CDCR shall calculate the transfer awards and communicate a start date with at least fourteen (14) days' notice. After receiving a transfer date, an employee may be granted a change in the report date by agreement of the releasing worksite and the receiving worksite.

#### SROA/Layoff Process (paragraph 18)

- (1) Those that have not been able to mitigate layoff through the Statewide Bid shall proceed with the SROA/layoff process.
- (2) Same
- (3) Same
- (4) Same
- (5) Same
- (6) Same
- (7) Same
- (8) Same

**Paragraph 19:** Meet and Confer after Completion of Second Wave: In an effort to foster partnership and communication between the parties, and with an eye toward improving the various opportunities described above, the parties shall meet and confer in good faith regarding these opportunities and processes after the conclusion of the Second Wave.

**Paragraph 20:** Same

**Paragraph 21:** N/A

**Paragraph 22:** Per Diem – 2<sup>nd</sup> & Subsequent Wave

All Unit 6 Peace Officer Classifications shall receive Per Diem consistent with our Realignment Side Letter Agreement for Wave 2 and Subsequent Waves, which is either \$125 for 30 days for PBSP, HDSP and SVSP or \$85 for 30 days for all other transfers. In each instance, the transfer must be over 50 miles from the employee's current work location to his/her new work location in order to be eligible for Per Diem.

Staff will be paid ½ of Per Diem prior to transferring to their new location and the other ½ will be paid during their first week of physically working (not using leave credits) at their new institution. If an employee fails to meet these requirements of receiving Per Diem, he or she will be required to return immediately any Per Diem that has been paid. Employees who have suffered unforeseen or extenuating circumstances that preclude them from meeting their reporting requirements may be reviewed jointly by the Assistant Secretary of Labor and CCPOA's Executive Vice President upon CCPOA's request.

, or designee, *for job*

*for designee,*

*for job*

Just like in Wave 1, Per Diem will NOT be paid for any final, limited PICO transfer opportunity (previously referred to as 4a in Wave 1), if in fact such a final opportunity is offered.

23. Same

24. Same

#### OTAPs/PICOs

The Wave 2 PICO numbers do not incorporate anticipated attrition between now and when people are laid off on October 30, 2012. As a result, between the SWB and the layoff, people will leave the department and create vacancies. The vacancies created by attrition from now through mid-July will be available for PICOs (and remaining OTAPs) to roll up to PFT. In mid-July, however, we will have to freeze that process in order to identify the number of vacancies available for purposes of layoff options in impacted counties. After that, some vacancies may be available via SROA and/or a final PICO opportunity if one is offered.

**Follow-up Meetings:** The parties recognize that this process is fluid and not all circumstances can be anticipated or addressed in this addendum. The parties, therefore, agree to continue to meet on at least a bi-weekly basis during Wave 2 to explore and seek to resolve issues and unforeseen circumstances. It is the intent of the parties that these meetings will have a limited number of attendees and will be guided by an agenda prepared and shared in advance.

A handwritten signature in black ink, appearing to be "J. Smith" or similar, located at the bottom left of the page.